



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor
Darrell Bazzell, Secretary
Gloria L. McCutchen, Regional Director

Waukesha Service Center
407 Pilot Court, Suite 100
Waukesha, Wisconsin 53188
Telephone 262-574-2100
FAX 262-574-2117

August 23, 2002

Mr. Ray Stoelting
BP Amoco Corporation
2288 West County Road C
Roseville, MN 55113

SUBJECT: Case Closure, Amoco Service Station No. 18874, 13150 Watertown, Plank Road,
Elm Grove, WI FID# 268051300 BRTS# 03-68-004102

Dear Mr. Stoelting:

On October 11, 1999, you were notified that the Wisconsin Department of Natural Resources had granted conditional closure to your case. The Department reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in closing cases.

The Department has since received correspondence indicating that you have complied with the conditions of closure. The site has been placed on the state GIS registry for groundwater and all well abandonment forms have been submitted. Based on the correspondence and data provided, it appears that your site has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code. Therefore, the Department considers this case closed and no further investigation, remediation or other action is required at this time.

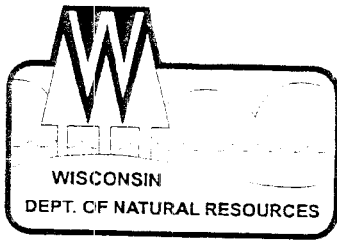
Please be aware that this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety or welfare, or the environment.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at the letterhead address or (262) 574-2145.

Sincerely,

James C. Delwiche, P.G.
Hydrogeologist
Bureau for Remediation & Redevelopment

cc: SER Case File
Kurt McClung – Delta Environmental



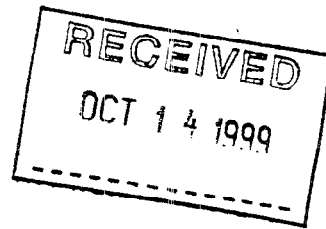
32086
State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary
Gloria L. McCutcheon, Regional Director

Southeast Regional Headquarters
2300 N. Dr. ML King Drive, PO Box 12436
Milwaukee, Wisconsin 53212-0436
Telephone 414-263-8500
FAX 414-263-8483
TDD 414-263-8713

October 11, 1999

Mr. Ray Stoelting
BP Amoco Corporation
Twin Cities Terminal
2288 West County Road C
Roseville, Minnesota 55113



SUBJECT: Request for re-review of closure request for Amoco Service Station No. 18874, 13150
West Watertown Plank Road, Elm Grove, Wisconsin. BRR-LUST FID#268051300.

Dear Mr. Stoelting:

At the request of your environmental consultant, we have reviewed our August 26, 1999, denial of closure for the above referenced property. After careful consideration of the site specific circumstances, we have decided to grant closure of this site, conditional upon placement of a groundwater use restriction on the deed to the property. The department reserves the right to reopen this case pursuant to s. NR726.09, Wisconsin Administrative Code (WAC), should additional information regarding site conditions indicate contamination on or from the site poses a threat to public health, safety or welfare or the environment.

Within 60 days all of the groundwater monitoring wells at the site must be abandoned in accordance with WAC NR 141 and the completed abandonment forms must be submitted to the department. Once the department receives the abandonment forms and confirmation that the groundwater use restriction has been placed on the title to the deed, this case will be tracked as closed on our computer tracking system.

If you have any questions about this letter, call me at 414-229-0850.

Sincerely,

Gina Keenan
Hydrogeologist

c: Delta Environmental, Inc.
SER case file

1603782

LAND CONTRACT

Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER
\$25,000 IS FINANCED AND IN OTHER NON-CONSUMER
ACT TRANSACTIONS)

THK

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS.
RECORDED ON

1990 JUL 23 PM 1:02

REEL 1221 PAGE 0587

Stallings
RECORDS

1603782

RETURN TO

John Galanis
Galanis & Friedland, S.C.
330 E. Kilbourn Avenue
Milwaukee, WI 53202

Contract, by and between BENDEL HEIRS PROPERTY,
a Joint Venture

("Vendor",
whether one or more) and Michael P. Slattery and Diane R.
Slattery, husband and wife

("Purchaser", whether one or more).
Vendor sells and agrees to convey to Purchaser, upon the prompt and full per-
formance of this contract by Purchaser, the following property, together with the
rents, profits, fixtures and other appurtenant interests (all called the "Property"),
in Waukesha County, State of Wisconsin:

PARCEL 1

Lot 5 and the South 45 feet of Lot 10 in the Plat of
Elm Grove, being a part of the North 1/2 of Section 25,
Township 7 North, Range 20 East in the Village of
Elm Grove.

Excepting the Southerly 7 feet for highway purposes

Tax Parcel No. Parcel 1:

EGV 1106-008

Parcel 2:

EGV 1106-012

pd
14

PARCEL 2

Lot 10 except the South 45 feet in the Plat of Elm Grove, being a part of the North
1/2 of Section 25, Township 7 North, Range 20 East, in the Village of Elm Grove.
Included in this contract are any and all improvements, structures, fixtures, equip-
ment, machinery, gasoline pumps, underground storage tanks and any and all personal
property located on the subject premises whether owned now or that which Vendor may
own in the future upon the termination of the lease from Vendor to Humble Oil Co.
dated September 28, 1967, as extended pursuant to the exercise of option to renew
contained therein, and which lease has been assigned to Amoco Oil Company and which
lease will terminate on July 31, 1992.

This is not homestead property.
~~is not~~ (is not)

13650 Watertown Plank Road,
Elm Grove, WI, 53122

Purchaser agrees to purchase the Property and to pay to Vendor at the sum of \$291,000.00 in the following manner: (a) \$2,500 earnest money plus
at the execution of this Contract; and (b) the balance of \$283,500.00, together with interest from ~~the~~
~~August 1, 1992~~ on the balance outstanding from time to time at the rate of eight per cent per annum
until paid in full, as follows:

Monthly payments of \$2,750.00 shall commence as of August 1, 1992, and the first of
each month thereafter for ten (10) years or until July 1, 2002, and outstanding
principal balance of \$128,062.70 shall be due and payable on July 31, 2002.

FEE

77.22(2)

Provided, however, the entire outstanding balance shall be paid in full on or before the 31st day of
July, 1992 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 10% per annum on the entire amount
in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire
principal balance).

~~Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably antici-
pated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor,
Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of
taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest
unless otherwise required by law.~~

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any
amount may be prepaid without premium or fee upon principal at any time after 19 (OR)
~~there may be no prepayment of principal without permission of Vendor.~~

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long
as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated
as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been
made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds
of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser
for examination except:

NONE

The provisions set forth in Exhibit A attached hereto are incorporated herein and
made a part hereof.

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall
be retained by Vendor until the full purchase price is paid.

~~Purchaser shall be entitled to take possession of the Property on~~, 19

*Cross Out One.

Purchaser is presently in possession of the Property pursuant to a sublease from
Amoco Oil Company dated July 31, 1989.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$150,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 21 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 21 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

~~Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.~~

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. ~~(If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)~~

Dated this 28th day of JUNE, 1990

BENDEL HEIRS PROPERTY, a Joint Venture, Vendor

John E. Bendel (SEAL)
John E. Bendel
Joanne D. Dudzik
Joanne D. Dudzik
Jean A. LaFlex (SEAL)
Jean A. LaFlex
Mary K. Wutschel
Mary K. Wutschel

Michael P. Slattery (SEAL)
Michael P. Slattery, Purchaser
Diane R. Slattery (SEAL)
Diane R. Slattery, Purchaser

AUTHENTICATION

Signature(s) Michael P. Slattery and
Diane R. Slattery

authenticated this 28th day of JUNE, 1990

* John Galanis
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 700.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

John Galanis, Galanis & Friedland, S.C.
330 E. Kilbourn Ave., Milwaukee, WI 53202
(Signatures may be authenticated or acknowledged. Both are not necessary.)

AUTHENTICATION

~~XXXXXXXXXXXXXXXXXXXX~~

STATE OF WISCONSIN

County: Waukesha

Personally came before me this 28th day of JUNE, 1990 the above named John E. Bendel, Joanne D. Dudzik, Jean LaFlex and Mary K. Wutschel authenticated this 26th day of JUNE, 1990.

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Ernest J. Wutschel
Title: Member, State Bar of Wisconsin
Notary Public Waukesha County, Wis.
My Commission is permanent (If not, state expiration date: 1990)

LAND CONTRACT BY BENDEL HEIRS PROPERTY TO
MICHAEL J. SLATTERY AND DIANE R. SLATTERY

EXHIBIT A

The Purchaser agrees to the following additional terms and conditions which shall be included in the Land Contract:

1. It is agreed that if Parcel 2 is sold by Purchaser, Vendor agrees to release the property from the Land Contract and to execute any and all documents necessary to convey Parcel 2 to the Purchaser provided that Vendor receives all the net proceeds from such sale if the lot is sold before July 31, 1992, and if it is sold after July 31, 1992, provided that Vendor receives the following percentage of the net sales proceeds from the sale of such lot:

<u>Year of Land Contract</u>	<u>Percentage</u>
1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%

Any such amounts received by Vendor shall be applied to the outstanding balance of the Land Contract.

2. Purchaser agrees to provide a reducing term life insurance policy upon the life of Michael P. Slattery in an amount equal to or greater than the outstanding principal balance of the Land Contract during the term of the Land Contract. Such policy shall collaterally be assigned to the benefit of Vendor as security for the debt of Purchaser to Vendor, and shall provide that the proceeds would be applied first to the repayment of the debt due under the Land Contract upon the death of the insured. The policy will provide for notice of default of any premium payment to Vendor.

3. Purchaser shall be responsible for all real estate taxes after July 31, 1992. It is understood that Amoco Oil Company is responsible for all real estate taxes under its lease with Vendor.

4. Purchaser agrees to hold Vendor harmless against any claims, suits or expenses arising out of the operation of a service station on the premises by

Purchaser during the term of the Land Contract. Purchaser agrees to maintain liability insurance in an amount of at least \$1,000,000 covering the subject property and the business operations of Purchaser on the property, which policy shall name Vendor as a named insured.

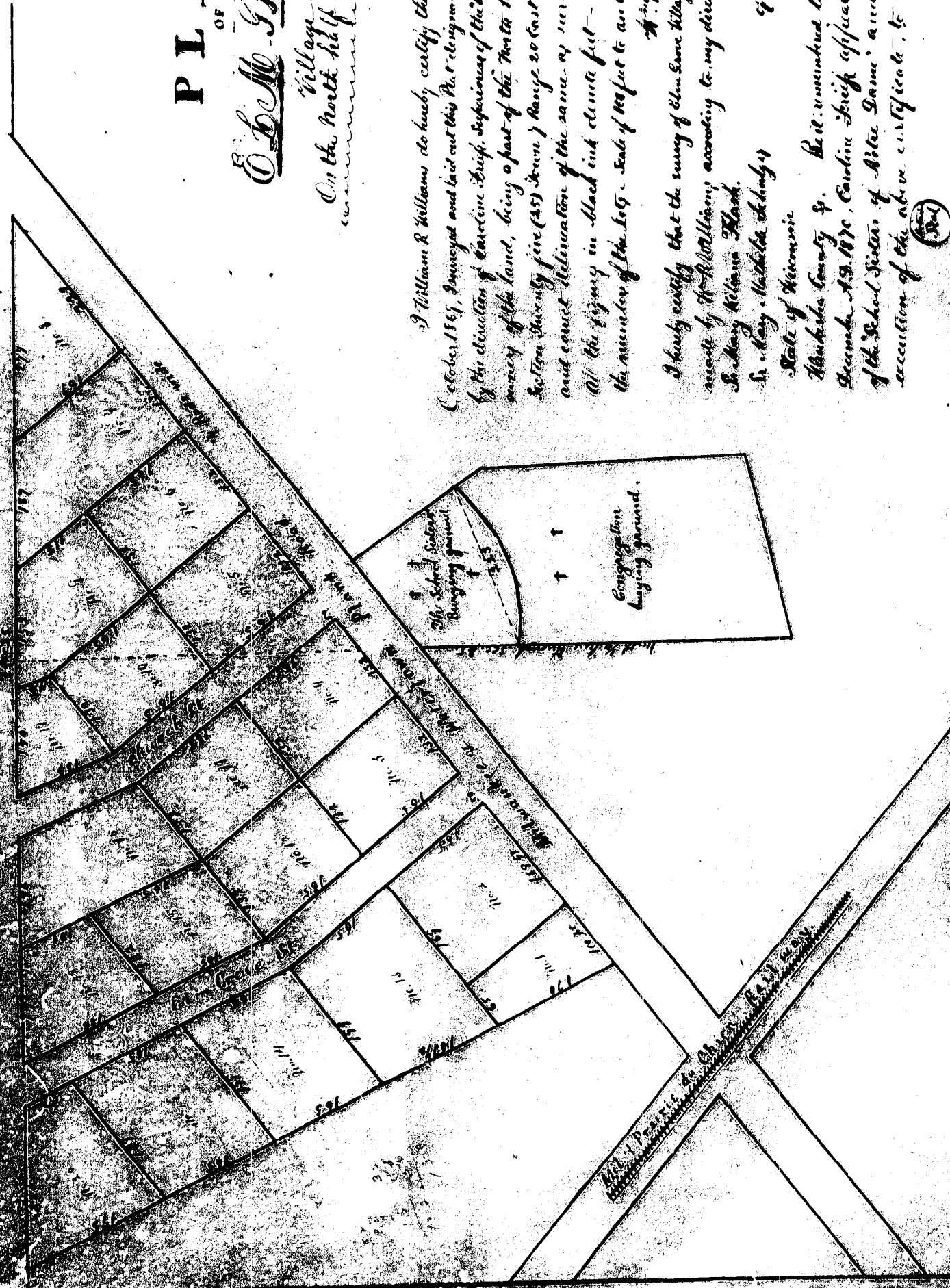
5. The execution of this Land Contract shall not alter any liability that may otherwise be imposed upon Purchaser by any federal or state environmental protection law arising out of its operation of a service station on the premises. Purchaser agrees to hold Vendor harmless against any and all liability arising out of any applicable federal or state law which deals with protection of the environment which arises out of its ownership of the property after the date of the Land Contract.

6. It is understood that Purchaser is acquiring the Property subject to the outstanding lease to Amoco Oil Company and that the payment of \$525.00 per month under said lease will be paid to Vendor until its expiration. Said lease shall not be assigned to Purchaser provided, however, that should Purchaser, at any time, tender to Vendor the total amount of monthly rent to be paid by Amoco Oil Company to Vendor during the balance of the lease term, Vendor will assign the Amoco lease to Purchaser.

7. It is agreed that, should any lien or other encumbrance against the Property arise, which is not covered by the title insurance policy issued by Commonwealth Land Title Insurance Company, and such lien or encumbrance is not the responsibility of Purchaser under this Land Contract, the Purchaser shall have the right, at their option, to satisfy such lien or encumbrance if the Vendor fails to eliminate such lien or encumbrance within sixty days after being filed, and any amounts expended by Purchaser to satisfy such lien or encumbrance shall be credited against the next payment or payments due under the Land Contract.

Initialled by:

JEB
GAR
GDD
MKW
JRS.
MPS.



PLAT

OF

ELM GROVE

Village

On the North half of Section 25 77 R 20 E.

I William R Williams do hereby certify that in the month of October 1867, I surveyed and laid out this Plat designating it, "Elm Grove Village" by the direction of Caroline Friess, Superintendant of the School District of "Millsboro" one of the land, being a part of the North half of the North half of Section Twenty five (25) Town 7 Range 20 East - and that it is a true and correct delineation of the same as surveyed on the ground. All the figures in black ink denote feet - the red numbers are the number of the lots. Sub of 100 feet to an inch - 100 of Magd. 5-6.

I hereby certify that the survey of Elm Grove Village as herein set forth was made by W. R. Williams, according to my direction and authority, Attest
 S. Mary Williams Clerk.
 Caroline Friess Supt.
 of the School District of Millsboro

State of Wisconsin
 Milwaukee County Ss. Be it remembered that on this third day of December A.D. 1867, Caroline Friess appeared for and on behalf of the School District of Millsboro and acknowledged the execution of the above certificate to be in her free act and deed.

(Seal)

Attest
 Notary Public Milwaukee Co. Wis.

LEGEND:

- ABANDONED MONITORING WELL LOCATION
- MONITORING WELL LOCATION
- AIR SPARGE POINT LOCATION
- SOIL VENT LOCATION
- PIPING TRENCH LOCATION
- WOOD FENCE
- PROPERTY BOUNDARY
- LIGHT POLE
- UNDERGROUND STORAGE TANK

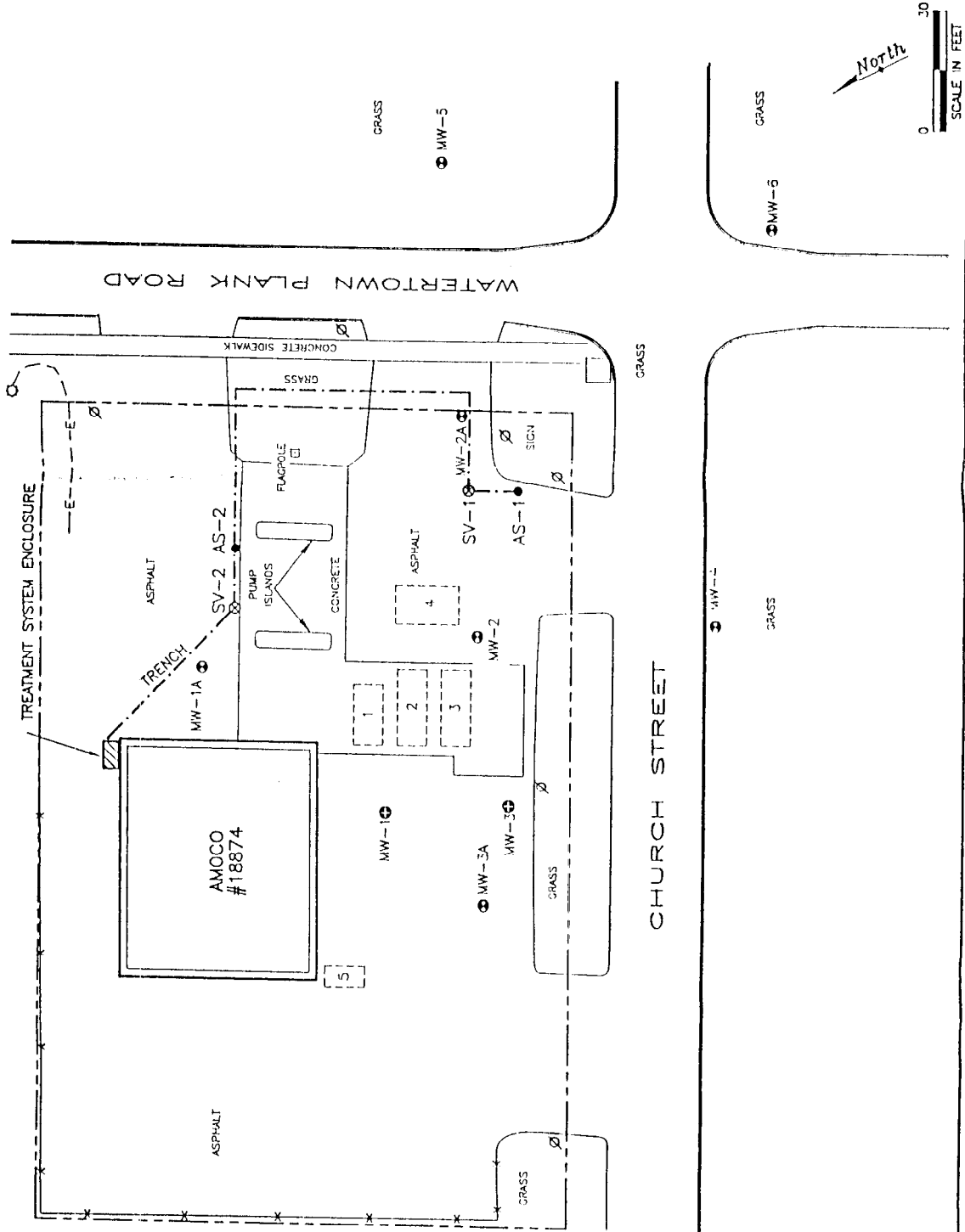


FIGURE 2
SITE MAP

AMOCO SERVICE STATION No. 18874
13150 WEST WATERTOWN PLANK ROAD
ELM GROVE, WISCONSIN

PROJECT NO.	1093-024	DRAWN BY	ESG
PREPARED BY	CH	DATE	1/23/97
FILE NAME	9.1824		

**Delta**
Environmental
Consultants Inc.

LEGEND:

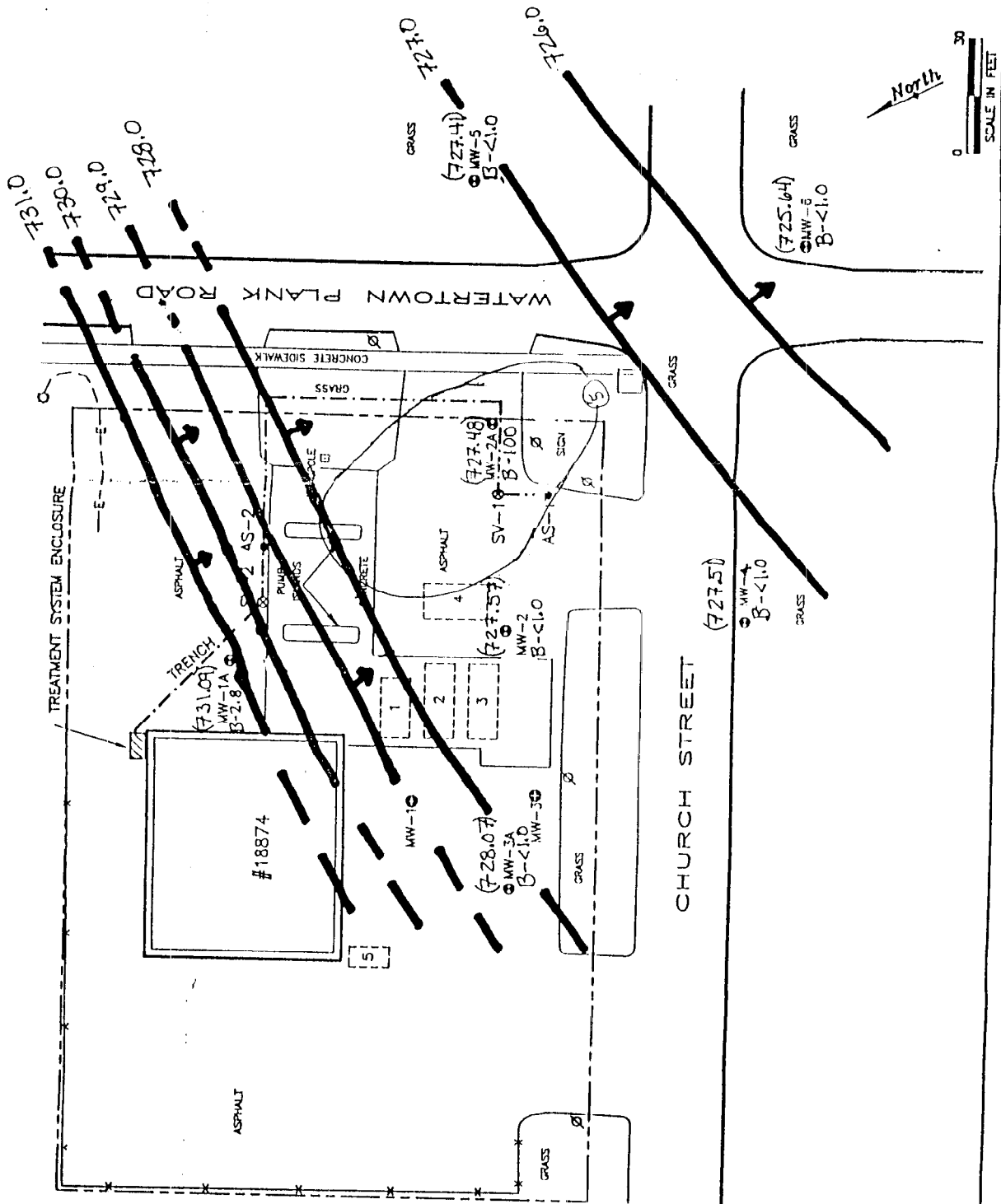
- ABANDONED MONITORING WELL LOCATION
- MONITORING WELL LOCATION
- AIR SPARGE POINT LOCATION
- SOIL VENT LOCATION
- PIPING TRENCH LOCATION
- WOOD FENCE
- PROPERTY BOUNDARY
- LIGHT POLE
- UNDERGROUND STORAGE TANK
- GROUND WATER ELEVATION CONTOUR
- 726.0 GROUND WATER ELEVATION IN FEET
- INFERRED GROUND WATER FLOW DIRECTION
- INFERRED GROUND WATER ELEVATION CONTOUR
- <1.0 BENZENE CONCENTRATION IN ppb
- (5) BENZENE ENFORCEMENT STANDARD = 5 ppb

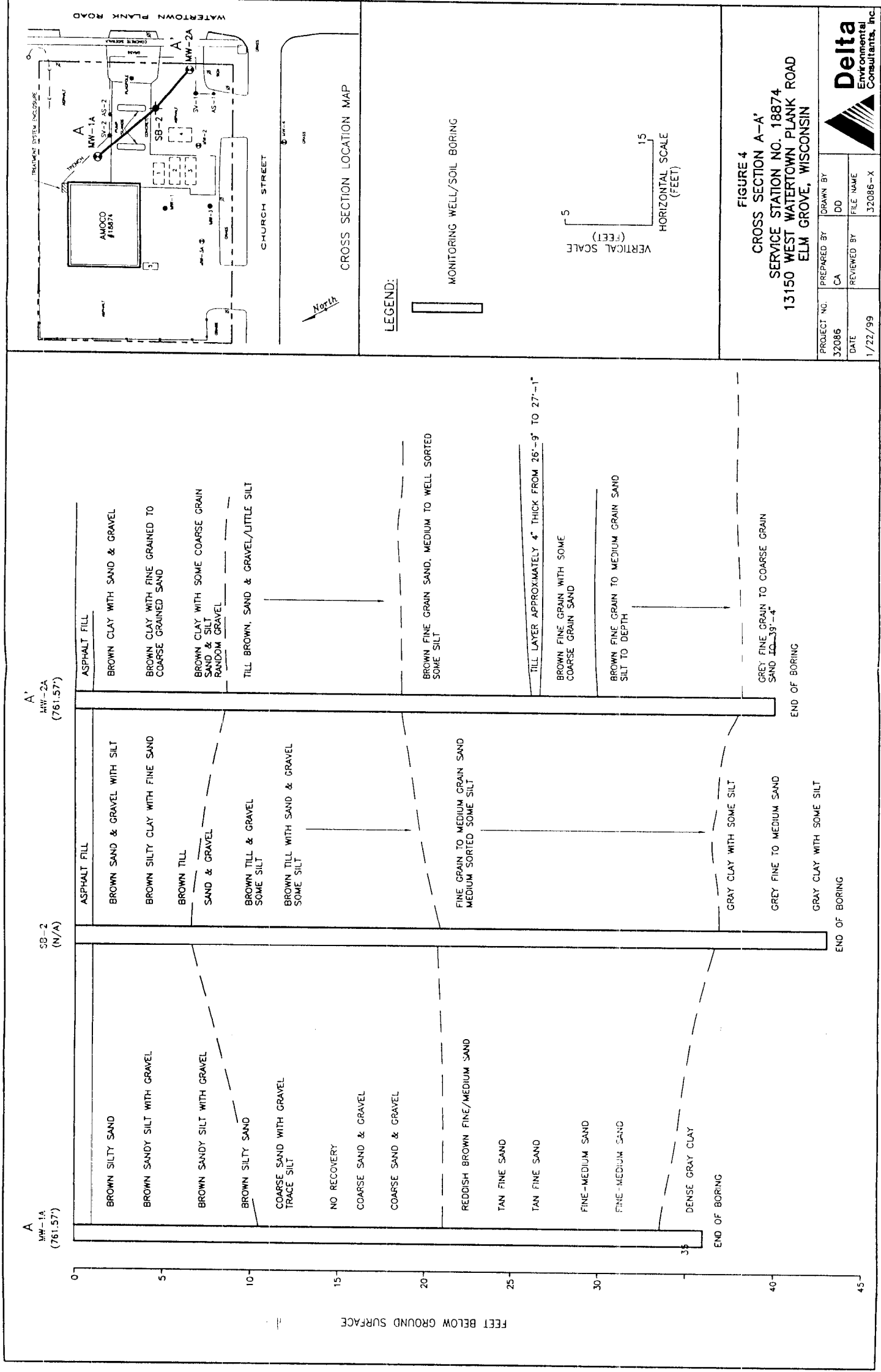
DECEMBER 14, 1998

FIGURE 10
BENZENE ISOCONCENTRATION
& GROUND WATER CONTOUR MAP
SERVICE STATION No. 18874
13150 WEST WATERTOWN PLANK ROAD
ELM GROVE, WISCONSIN

PROJECT NO.	18874-024	DATE	1/23/97
DESIGNED BY	BO	FILE NAME	9.1824
CHECKED BY	CH		

Delta
Environmental
Consultants Inc.





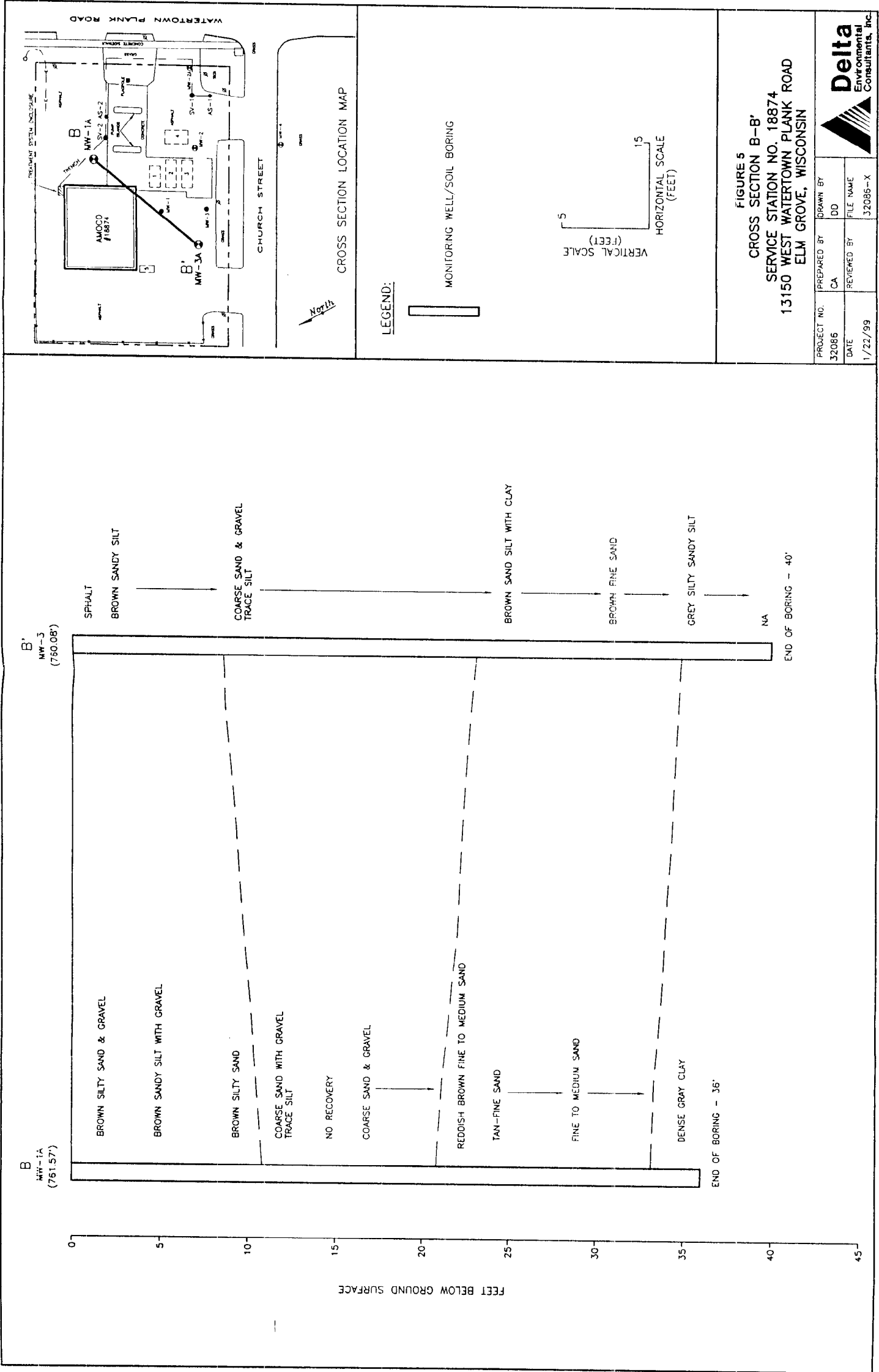


Table 2
Ground Water Analytical Data
Former Service Station No. 18874
Elm Grove, WI
Delta Project No. 32086

MW-1A		Phase 1 Biodegradation Parameters														
		Analytical Parameters														
Parameters	Benzene µg/L	Toluene µg/L	Ethyl- benzene µg/L	Total Xylenes µg/L	1,3,5- TMB µg/L	1,2,4 TMB µg/L	MTBE µg/L	GRO µg/L	DO ppm	REDOX milli Volts	Temp °C	Conductivity µmhos/cm	pH	Total Iron (Fe ³⁺) ppm	Soluble Iron (Fe ²⁺) ppm	
Date Sampled																
NR 140 ES	5.0	343	700	620			60									
11/18/94	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	NM	NM	NM	NM	NM	NM		
06/12/95	<0.4	<0.6	<0.8	<1.3	<0.7	<0.7	<1.0	<50	3.2	NM	17.0	1400	6.90	0.4	0.1	
09/15/95	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	NM	NM	NM	NM	NM	NM	NM	
01/12/96	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	1.5	-010	9.7	1999	6.68	1.0	0.2	
07/09/96	<2.0	<2.0	<2.0	<4.0	<2.0	<2.0	<2.0	<100	3.5	098	16.0	1824	6.80	0.3	0.1	
11/25/96	<2.0	<2.0	<2.0	<4.0	<2.0	<2.0	<2.0	<100	3.0	079	11.0	700	7.30	3.0	1.0	
03/17/97	<2.0	<2.0	<2.0	<4.0	<2.0	<2.0	<2.0	<100	8.0	046	NM	NM	7.80	0.8	0.0	
06/11/97	1.1	<2.0	<2.0	<4.0	<2.0	<2.0	<2.0	<100	3.1	203	14.1	1337	7.51	0.5	0.2	
10/08/97	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	7.1	022	17.2	417	7.15	7.0	2.0	
04/10/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<100	5.3	298	11.1	2140	6.06	0.9	0.3	
08/26/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<100	5.5	106+	18.0	1142	6.92	1.0	0.4	
12/14/98	2.8	3.2	2.0	6.0	1.8	1.4	<4.0	<100	4.8	301	10.6	1628	7.30	6.0	0.4	

Table 2
Ground Water Analytical Data
Former Service Station No. 18874
Elm Grove, WI
Delta Project No. 32086

MW-2		Analytical Parameters										Phase I Biodegradation Parameters				
Parameters	Benzene µg/L	Toluene µg/L	Ethyl- benzene µg/L	Total Xylenes µg/L	1,3,5- TMB µg/L	1,2,4 TMB µg/L	MTBE µg/L	GRO µg/L	DO ppm	REDOX milli Volts	Temp °C	Conductivity umhos/cm	pH	Total Iron (Fe ²⁺) ppm	Soluble Iron (Fe ²⁺) ppm	
Date Sampled																
NR 140 ES	5.0	343	700	620			60									
11/18/94	<1.0	15	62	230	78	280	78	2700	2.0	NM	NM	2200	7.60	10.0	10.0	
06/12/95	* <0.4	<0.6	2.0	4.0	2.4	23	120 E	310	0.4	NM	15.0	1800	6.90	10+	10+	
01/12/96	NS	NS	NS	NS	NS	NS	NS	NS	1.7	-158	9.2	3760	6.59	10++	10+	
07/09/96	<200	1100	1900	7800	2900	9100	230	70,000	1.1	-069	14.0	3573	6.60	10++	10+	
11/25/96	<10	<20	230	920	750	2400	46	18,000	1.1	-066	10.0	1000	7.10	10+	10+	
03/17/97	2.0	<2.0	58	<37	18	79	46	700	0.5	-077	NM	NM	7.40	10+	10+	
06/11/97	<1.0	13	330	200	93	460	28	2,900	0.9	-004	13.9	2640	6.75	10+	10+	
10/08/97	<1.0	1.7	25	5.6	1.6	<1.0	15	540	9.0	-082	14.9	408	6.62	5.0	2.0	
04/10/98	<1.0	<1.0	2.6	4.2	1.1	6.5	40	220	0.7	290	11.2	1599	6.66	10++	10+	
08/26/98	8.2	1.2	<1.0	<2.0	<1.0	<1.0	90.0	<100	0.6	-24	17.6	2840	6.79	6.0	5.0	
12/14/98	<1.0	12	120	46	16	170	5.8	2,500	3.2	165	12.6	1679	7.00	10+	7.5	

Table 2
Ground Water Analytical Data
 Former Service Station No. 18874
 Elm Grove, WI
 Delta Project No. 32086

MW-2A		Analytical Parameters										Phase I Biodegradation Parameters					
Parameters	Benzene µg/L	Toluene µg/L	Ethyl- benzene µg/L	Total Xylenes µg/L	1,3,5- TMB µg/L	1,2,4 TMB µg/L	MTBE µg/L	GRO µg/L	DO ppm	REDOX milli Volts	Temp °C	Conductivity µmhos/cm	pH	Total Iron (Fe ³⁺) ppm	Soluble Iron (Fe ²⁺) ppm		
Date Sampled																	
NR 140 ES	5.0	343	700	620			60										
01/24/94	16000	15000	3600	9300	270	1100	22000	60000	NM	NM	NM	NM	NM	NM	NM		
11/18/94	9000	14000	2700	10000	4100	1300	4200	51000	3.0	NM	NM	2200	7.7	10+	10+		
06/12/95	1300	910	1200	3500	230	470	2300	12000	0.4	NM	16.0	1600	7.0	10-	10+		
09/15/95	2500	360	1200	3000	120	620	2000	10000	NM	NM	NM	NM	NM	NM	NM		
01/12/96	2300	1100	34	2700	92	430	4100	10000	1.1	-107	9.9	3280	6.7	10++	10+		
07/09/96	890	56	880	770	28	260	790	4500	1.2	-101	16.0	2980	6.9	10++	10+		
11/25/96	52	11	730	184	<10	26	200	1700	2.2	-078	9.0	1300	7.5	10.0	8.0		
03/17/97	7.0	<2.0	89	<7.0	<2.0	<2.0	130	250	0.8	096	NM	NM	7.8	4.0	3.0		
06/11/97	<1.0	<1.0	8.0	<2.0	<1.0	<1.0	21	<50	2.0	036	14.4	1783	7.1	4.0	1.0		
10/08/97	7.4	5.3	16	13	2.6	1.7	630	490	2.2	-091	14.9	401	6.9	9.0	8.0		
04/10/98	2.2	<1.0	<1.0	<2.0	<1.0	<1.0	18	<100	0.7	219	11.0	2410	6.53	10++	10+		
08/26/98	<1.0	<1.0	5.7	11	4.9	19	<4.0	300	0.5	-048	21.0	9420	6.77	3.0	2.0		
12/14/98	100	<1.0	1.6	<2.0	<1.0	8.7	100	240	3.1	155	11.9	303	6.90	9.0	6.5		

Table 2
Ground Water Analytical Data
Former Service Station No. 18874
Elm Grove, WI
Delta Project No. 32086

MW-3		Analytical Parameters										Phase I Biodegradation Parameters					
Parameters	Benzene μg/L	Toluene μg/L	Ethyl- benzene μg/L	Total Xylenes μg/L	1,3,5- TMB μg/L	1,2,4 TMB μg/L	MITBE μg/L	GRO μg/L	DO ppm	REDOX milli Volts	Temp °C	Conductivity μmhos/cm	pH	Total Iron (Fe ³⁺) ppm	Soluble Iron (Fe ²⁺) ppm		
Date Sampled																	
NR 140 ES	5.0	343	700	620			60										
01/24/94	ND	ND	ND	ND	ND	ND	ND	ND	NM	NM	NM	NM	NM	NM	NM		
06/12/95	NS	NS	NS	NS	NS	NS	NS	NS	NM	NM	NM	NM	NM	NM	NM		
08/29/95																	
	Well abandoned																

MW-3A		Analytical Parameters										Phase 1 Biodegradation Parameters						
Parameters	Benzene µg/L	Toluene µg/L	Ethyl- benzene µg/L	Total Xylenes µg/L	1,3,5- TMB µg/L	1,2,4 TMB µg/L	MTBE µg/L	GRO µg/L	DO ppm	REDOX milli Volts	Temp °C	Conductivity µmhos/cm	pH	Total Iron (Fe ³⁺) ppm	Soluble Iron (Fe ²⁺) ppm			
Date Sampled																		
NR 140 ES	5.0	343	700	620			60											
11/18/94	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	3.0	NM	NM	1800	8.00	0.3	0.2			
06/12/95	<0.4	<0.6	<0.8	<1.3	<0.7	<1.0	<1.0	<50	6.0	NM	16.0	1300	7.10	0.2	0.1			
01/12/96	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	0.8	050	9.4	1902	6.74	1.0	0.1			
07/09/96	<2.0	<2.0	<2.0	<4.0	<2.0	<2.0	<2.0	<100	1.0	084	15.0	2106	7.20	1.0	0.1			
03/17/97	<1.0	<2.0	<2.0	<4.0	<2.0	<2.0	<2.0	<100	0.5	092	NM	NM	7.20	1.0	0.3			
06/11/97	<1.0	1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	0.4	227	14.4	101	0.00	0.1	0.1			
10/08/97	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	1.7	039	14.9	423	6.70	0.2	0.1			
04/10/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	9.2	<100	1.3	294	10.7	1453	6.81	0.6	0.1			
08/26/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<100	2.5	131-	15.9	1650	6.49	0.8	0.1			
12/14/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<100	2.7	267	11.6	1516	7.08	0.4	0.3			

Table 2
Ground Water Analytical Data
Former Service Station No. 18874
Elm Grove, WI
Delta Project No. 32086

MW-4		Phase I Biodegradation Parameters														
		Analytical Parameters														
Parameters	Benzene µg/L	Toluene µg/L	Ethyl- benzene µg/L	Total Xylenes µg/L	1,3,5- TMB µg/L	1,2,4 TMB µg/L	MTBE µg/L	GRO µg/L	DO ppm	REDOX milli Volts	Temp °C	Conductivity µmhos/cm	pH	Total Iron (Fe ³⁺) ppm	Soluble Iron (Fe ²⁺) ppm	
Date Sampled																
NR 140 ES	5.0	343	700	620			60									
11/18/94	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	1.0	NM	NM	2200	7.00	10.0	5.0	
06/12/95	<0.4	<0.6	<0.8	<1.3	<0.7	<0.7	2.2	<50	0.7	NM	16.0	2000	6.90	4.0	2.0	
09/15/95	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	NM	NM	NM	NM	NM	NM	NM	
01/12/96	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	0.3	-038	10.3	2760	6.68	4.0	2.0	
07/09/96	<2.0	<2.0	<2.0	<4.0	<2.0	<2.0	<2.0	<100	4.0	088	14.0	2422	7.20	0.4	0.1	
03/17/97	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<100	3.2	-005	NM	NM	6.90	0.3	0.1	
06/11/97	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	1.4	129	15.7	1524	7.01	6.0	0.0	
10/08/97	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	5.0	037	17.1	98	6.30	9.0	8.0	
04/10/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<100	5.2	316	10.9	3620	6.83	6.0	5.0	
08/26/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<100	4.5	-045	15.7	309	6.79	1.0	0.3	
12/14/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<100	3.7	279	11.4	251	7.05	2.0	0.3	

Table 2
Ground Water Analytical Data
 Former Service Station No. 18874
 Elm Grove, WI
 Delta Project No. 32086

MW-5		Phase I Biodegradation Parameters														
		Analytical Parameters														
Parameters	Benzene µg/L	Toluene µg/L	Ethyl- benzene µg/L	Total Xylenes µg/L	1,3,5- TMB µg/L	1,2,4 TMB µg/L	MTBE µg/L	GRO µg/L	DO ppm	REDOX milli Volts	Temp °C	Conductivity µmhos/cm	pH	Total Iron (Fe ³⁺) ppm	Soluble Iron (Fe ²⁺) ppm	
Date Sampled																
NR 140 ES	5.0	343	700	620			60									
11/18/94	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	5.0	NM	NM	1400	8.20	10.0	5.0	
06/12/95	<0.4	<0.6	<0.8	<1.3	<0.7	<0.7	<1.0	<50	1.6	NM	17.0	1300	7.10	2.0	0.6	
09/15/95	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	NM	NM	NM	NM	NM	NM	NM	
01/12/96	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	2.0	082	9.1	1814	6.81	1.0	0.1	
07/09/96	<2.0	<2.0	<2.0	<4.0	<2.0	<2.0	3.0	<100	2.5	088	15.0	1899	7.30	2.5	1.1	
03/17/97	<1.0	<2.0	<2.0	<4.0	<2.0	<2.0	<2.0	<100	4.3	082	NM	NM	7.50	0.2	0.1	
06/11/97	1.1	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	6.8	076	12.4	1427	6.94	0.8	0.3	
10/08/97	<1.0	<1.0	<1.0	<2.0	1.1	1.3	<4.0	<50	5.8	181	16.4	414	6.92	1.0	0.8	
04/10/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	8.1	<100	6.0	287	11.3	1075	6.66	2.0	0.3	
08/26/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	34	<100	3.2	030	16.4	1831	6.77	1.0	0.1	
12/14/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	5.2	<100	9.0	201	12.0	1769	7.30	3.5	0.3	

Table 2
Ground Water Analytical Data
Former Service Station No. 18874
Elm Grove, WI
Delta Project No. 32086

MW-6		Phase I Biodegradation Parameters													
		Analytical Parameters													
Parameters	Benzene µg/L	Toluene µg/L	Ethyl- benzene µg/L	Total Xylenes µg/L	1,3,5- TMB µg/L	1,2,4 TMB µg/L	MTBE µg/L	GRO µg/L	DO ppm	REDOX milli Volts	Temp °C	Conductivity µmhos/cm	pH	Total Iron (Fe ²⁺) ppm	Soluble Iron (Fe ²⁺) ppm
Date Sampled															
NR 140 ES	5.0	343	700	620			60								
11/18/94	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	270	110	2.0	NM	NM	1600	7.8	0.8	0.4
06/12/95	<0.4	<0.6	<0.8	<1.3	<0.7	<0.7	12	<50	1.7	NM	16.0	1300	7.1	1.0	0.1
09/15/95	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	12	<50	NM	NM	NM	NM	NM	NM	NM
01/12/96	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	11	<50	1.1	-41	8.5	2190	7.0	0.1	0.0
07/09/96	<2.0	<2.0	<2.0	<4.0	<2.0	<2.0	29	<100	3.5	77	14.0	2210	7.3	3.5	0.4
11/25/96	<1.0	<2.0	<2.0	<4.0	<2.0	<2.0	5.0	<100	3.8	11	10.0	1000	7.1	1.0	0.3
03/17/97	<1.0	<2.0	<2.0	<4.0	<2.0	<2.0	10	<100	0.5	99	NM	NM	7.7	0.2	0.1
06/11/97	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	12	<50	4.1	83	13.0	1607	6.9	0.3	0.2
10/08/97	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<50	2.4	177	17.2	385	6.8	0.4	0.1
04/10/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	14	<100	5.1	317	11.6	2620	6.89	1.5	0.2
08/26/98	<1.0	<1.0	<1.0	<2.0	1.3	2.1	<4.0	<100	6.1	052	16.7	2410	6.36	1.0	0.3
12/14/98	<1.0	<1.0	<1.0	<2.0	<1.0	<1.0	<4.0	<100	6.6	248	11.3	256	7.35	0.6	0.4

Table 2
Ground Water Analytical Data
Former Service Station No. 18874
Elm Grove, WI
Delta Project No. 32086

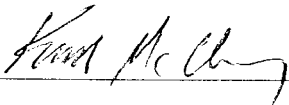
Notes:	
NR 140 ES = Rev. 10/96 Wisconsin Adm. Code Chap. NR 140 Enforcement Standard	
µg/L = micrograms/liter	
8/95 and subsequent DO measurements by meter.	
9/16/94 & 8/31/95 VOCs by EPA Method 8021. 11/95 PVOCs by EPA Method 8020	
* = other VOC analytes detected but below WAC NR 140 Enforcement Standards	
°C = degrees Celsius	
D = Duplicate	
TMB = Trimethylbenzene	
MTBE = Methyl Tertiary Butyl Ether	
GRO = Gasoline Range Organics	
DO = Dissolved Oxygen	
Redox = Reduction/Oxidation Potential	
µmhos/cm = micromhos per centimeter	
ppm = parts per million	
NA = Not analyzed for indicated parameter	
ND = Not detected	
NM = Not Measured	
NS = Not sampled on indicated date	

CERTIFICATION OF LEGAL DESCRIPTION ACCURACY

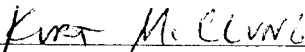
FOR

Amoco Service Station No. 18874
13150 Watertown Plank Road
Elm Grove, Wisconsin
BRRTS No. 03-68-004102
PECFA No. 53122-2214-50
Delta No. 32086

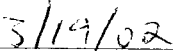
The enclosed deed and legal description for the above-mentioned property were provided by the Waukesha County Register of Deeds Office. According to the information available to Delta Environmental Consultants, Inc., the legal description is accurate and complete.



Delta Environmental Consultants, Inc.



Printed Name



Date



17500 W. Liberty Lane
Suite A
New Berlin, WI 53146-2109
U.S.A.
262/789-0254
FAX: 262/789-5483

February 7, 2002

Mr. Michael Slattery
Slattery's Citgo Service
13150 Watertown Plank Road
Elm Grove, Wisconsin 53122

Subject: Groundwater Geographic Information System (GIS) Listing Notification
Former Amoco Service Station No. 18874
BRRS No. 03-68-004102
Delta Project No. 32086

Dear Mr. Slattery:

Delta Environmental Consultants, Inc. (Delta) is issuing this letter to you on behalf of BP Products North America Inc. (BP), formerly known as Amoco Oil Company. The purpose of this letter is to notify you of our intent to list the above-mentioned property on the Wisconsin Department of Natural Resource's (WDNR's) GIS Database.

Groundwater contamination is present at your property indicated above as a result of the activity of the former Amoco Service Station that was located on that property. The levels of benzene and methyl tertiary butyl ether (MTBE) contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, our investigation of this contamination indicates this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726, Wisconsin Administrative Code, and I have requested that WDNR accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation. The attached fact sheet explains natural attenuation.

Since you are not responsible for the groundwater contamination on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the

Mr. Michael Slattery
Groundwater GIS Listing Notification
Former Amoco Service Station No. 18874
Elm Grove, Wisconsin
BRRTS No. 03-68-004102
February 7, 2002
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requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area. WDNR will not act on my request to list your property on the GIS Registry for at least 30 days after the date of this letter.

As an affected property owner, you have a right to contact WDNR to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to WDNR that is relevant to this request to list your site on the GIS Registry, you should mail that information to:

Gina Keenan
Wisconsin Department of Natural Resources
2300 North Martin Luther King Drive
Milwaukee, Wisconsin 53212

Since this case is closed with groundwater contamination exceeding chapter NR 140 groundwater enforcement standards, we intend to list your property on the WDNR's GIS Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the WDNR's Internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the WDNR if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once WDNR acts on my request, it will be documented in a letter. If the Department lists your property on the GIS Registry, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above, or by accessing the WDNR GIS Registry of Closed Remediation Sites on the Internet at www.dnr.state.wi.us/org/at/et/geo/gwur. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

Mr. Michael Slattery
Groundwater GIS Listing Notification
Former Amoco Service Station No. 18874
Elm Grove, Wisconsin
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If you need more information, you may contact me at 262/827-4806 or you may contact Ms. Gina Keenan at 414/263-8589.

Sincerely,

DELTA ENVIRONMENTAL CONSULTANTS, INC.



Kurt McClung, P.G., P.E.
Project Engineer

Attachments

c: Ray Stoelting, BP
Gina Keenan, WDNR

Legal Description

Parcel 1

Lot 5 and the South 45 feet of Lot 10 in the Plat of Elm Grove, being a part of the North ½ of Section 25, Township 7 North, Range 20 East in the Village of Elm Grove. Excepting the Southerly 7 feet for highway purposes.

Parcel 2

Lot 10 except the South 45 feet in the Plat of Elm Grove, being a part of the North ½ of Section 25, Township 7 North, Range 20 East, in the Village of Elm Grove.